



SERVICE PROVIDER AGREEMENT

Nebraska Department of Health and Human Services

Agreement Number

Section I:

NFID# 34116725

Check Appropriate Box and Write Provider Number

☒ Agency FID 47-0743907

☐ Agency Medicaid Provider Number

☐ Individual Provider Social Security Number

Name FID issued to

Section II:

Provider Name (First) (Middle) (Last) Birthdate

CABCO INC. 190632 Hwy 26 Scottsbluff NE 69361

Provider Street Address 2425 Avenue I

Mailing Address if Different from Location P.O. Box 727 Scottsbluff NE 69363

Business Telephone (308) 632-2224 Home Telephone

Appropriate Licensure

Location of Service Provision if different than above

Par. 1 This Agreement between the Nebraska Department of Health and Human Services (hereinafter the Department) and CABCO INC, a service provider, governs the provision of the following service(s) checked below as defined in the **Nebraska Department of Health and Human Services Program Manual, Nebraska Administrative Code (NAC) Titles 404, 465, 471, 473, 474 and 480**. Appropriate checklist(s) marked "Provider Addendum (name of service)" and other appropriate additions to the agreement marked "Attachment (A, B or C)" for contracted service is/are attached and by this reference are made part of this agreement as if included in the contract word for word and the provider agrees to abide by all regulations as outlined in the attachment(s).

Par. 2 Agreement Effective Date from August 1, 2009 through July 31, 2010

Par. 3 Service(s) to be provided. (See corresponding service addendum.) DD = Developmental Disabilities

- | | | |
|--|--|---|
| <input type="checkbox"/> Adult Day Care | <input type="checkbox"/> Family Support | <input type="checkbox"/> Independence Skills Man. |
| <input type="checkbox"/> Adult Day Health | <input type="checkbox"/> Habilitative Day Care | <input type="checkbox"/> Nutrition Service |
| <input type="checkbox"/> Assisted Living | <input type="checkbox"/> Homemaker | <input type="checkbox"/> PERS |
| <input type="checkbox"/> Assisted Technology-DD | <input type="checkbox"/> Homemaker DD | <input type="checkbox"/> PERS-DD |
| <input type="checkbox"/> Child Care | <input type="checkbox"/> Home Care/Chore | <input type="checkbox"/> Personal Assistance-Medicaid |
| <input type="checkbox"/> Community Living & Day Support-DD | <input type="checkbox"/> Home Delivered Meals | <input type="checkbox"/> Respite Care |
| <input type="checkbox"/> Congregate Meals | <input type="checkbox"/> Home Modification-DD | <input checked="" type="checkbox"/> Transportation |
| | | <input type="checkbox"/> Vehicle modifications-DD |

Section III:

Terms of Agreement

Par. 1 If the provider violates or breaches any of the provisions of this Agreement, then this Agreement may be terminated immediately, at the election of the Department. If there are any damages arising from such violation or breach, legal remedies may be pursued to recover such damages. Any money due to the provider which accrued prior to such violation or breach may be offset against the damages.

Par. 2 Under the terms of this Agreement:

- Staff will determine eligibility for services and authorize appropriate services for the individuals.
- Staff will notify provider if the service(s) being provided for a specific client is to be terminated or changed before the end of the authorization period.
- The Department will honor claims and make payments for services that were authorized and provided in accordance with the Department's policies and standards.

Par. 3 This Agreement may be terminated by either party at any time by giving at least thirty days advance written notice to the other party to allow for arrangement of alternate service provision for clients. The notice requirement may be waived in case of emergencies such as illness, death, injury, or fire. Only such payments as have already accrued for services rendered prior to the effective date of termination shall be made to the provider upon such voluntary termination.

Par. 4 Subcontracting by an individual provider is not allowed under this Agreement.

Par. 5 Service(s) will be provided using the following unit rate(s) within the maximum number of units authorized by the service area staff on a case-by-case basis.



Service Code	Service	Maximum Rate	Units
<i>See Addendum A</i>	<i>A</i>		

Attach documentation of basic or specialized status of medicaid Personal Assistant

Par. 6 The above terms of this Agreement, Paragraphs 1 through 5 may be renegotiated upon agreement of both parties. The party requesting a change in the above terms must notify the other party at least sixty (60) days before the date the proposed change is to be implemented, except for rate changes due to minimum wage changes, rates regulated by governmental agencies, or other changes required by law.

Section IV:

General Provider Standards

By signing this agreement, the service provider agrees to:

1. Follow all applicable Department policies and procedures (Nebraska Administrative Code Titles 404, 465, 471, 473, 474, and 480).
2. Bill only for services which are authorized and actually provided.
3. Submit billing documents after service is provided and within 90 days.
4. Accept payment as payment in full (payment from the Department plus the client's obligation) and assure that the rate negotiated or charged does not exceed the amount charged to private payers.
5. Not provide services if s/he is the legally responsible relative (i.e., spouse of client or parent of minor child who is a client).
6. Not discriminate against any employee, applicant for employment, or program participant or applicant because of race, age, color, religion, sex, handicap, or national origin, in accordance with 45 CFR Parts 80, 84, 90; and 41 CFR Part 60.
7. Retain financial and statistical records for six years from date of service provision to support and document all claims.
8. Allow federal, state, or local offices responsible for program administration or audit to review service records, in accordance with 45 CFR 74.20 - 74.24; and 42 CFR 431.107. Inspections, reviews, and audits may be conducted on site.
9. Keep current any state or local license/certification required for service provision.
10. Provide services as an independent contractor, if the provider is an individual, recognizing that s/he is not an employee of the Department or of the State.
11. Agree and assure that any false claims (including claims submitted electronically), statement, documents, or concealment of material fact may be prosecuted under applicable state or federal laws (42 CFR 455.18).
12. Respect every client's right to confidentiality and safeguard confidential information.
13. Understand and accept responsibility for the client's safety and property.
14. Not transfer this agreement to any other entity or person.
15. Operate a drug free workplace.
16. Not use any federal funds received to influence agency or congressional staff.
17. Not engage in or have an ongoing history of criminal activity that may be harmful or may endanger individuals for whom s/he provides services. This may include a substantiated listing as a perpetrator on the child and/or adult central registries of abuse and neglect, and/or the sex offender registries.
18. Allow Central Registry checks on himself/herself, family member if appropriate, or if an agency, agree to allow the Department staff to review agency policies regarding hiring and reporting to ensure that appropriate procedures regarding abuse, neglect, and law violations are in place.
19. Have the knowledge, experience, and/or skills necessary to perform the task(s).
20. Report changes to appropriate Department staff (eg., no longer able/willing to provide service, changes in client function).
21. Agree and assure that any suspected abuse or neglect will be reported to law enforcement and/or appropriate Department staff.

I certify that I have read and understand the standards as stated and referenced above and agree to comply with all the terms of this Agreement.

Section V:

[Signature]
 Provider/Agency Representative

7-30-2009
 Date

Parent or Legal Guardian Signature (If required)

Date

Catherine M. Mottet
 Signature of Authorized Representative - Nebraska Department of Health and Human Services

7-30-2009
 Date

**ADDENDUM A
SERVICE PROVIDER AGREEMENT - MILTC-9**

Service Code	Service	Maximum Rate	Units
5641	Transportation Child Care Res.		
1965	Transportation Commercial		
6772	Transportation Commercial Dist		Local Rate = 95% of Published rate
7787	Transportation Comm. Local		
4330	Transportation Comm. Dist Medical		Distance Rate = \$1.32 /mi
2979	Transportation Local Medical		
3773	Transportation Family Visitation		
		OC \$1.00	

Cabco charges \$1.00 for additional riders going to the same place and picked up at the same place. HHS does not allow a cab company to charge additional for an escort. Escorts will have to have proof (copy of authorization) that they are an escort.

<u>James X. Levin</u>	owner	7-30-2009
Signature of Provider/Agency Representative		Date
<u>Catherine M. Stuetgen</u>		7-30-2009
Signature of Authorized Representative - NE Dept HHS		Date

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)

Business name, if different from above

CABCO, Inc.

Check appropriate box: ☒ Individual/
Sole proprietor

☐ Corporation

☐ Partnership

☐ Other

☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

2425 Ave I P.O. Box 727

City, state, and ZIP code

Scottsbluff, Ne 69363

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | + | | | |

or

Employer identification number
41707439107

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the Instructions on page 4.)

Sign
Here

Signature of
U.S. person

Larry Kalin

Date **7-27-07**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

In the Matter of the) APPLICATION NO. TR-150
Prescription of Reasonable)
Rates and Charges for Motor) GRANTED AS MODIFIED
Carriers Passengers and) ON AN EMERGENCY BASIS
Property for Hire Subject to)
The provision of Neb. Rev. Stat.)
(Reissue 2004), Chapter 75,) ENTERED: SEPTEMBER 27, 2005
Articles 1 and 3.)

BY THE COMMISSION:

OPINION AND FINDINGS

On September 15, 2005, CABCO, Inc., Scottsbluff, Nebraska, filed an application for authority to amend its rates for its operations as follows:

Description	Current	Proposed
1. First 1/8 mile or fraction thereof (Initial drop charge)	\$2.25	\$3.25
2. Each additional 1/8 mile thereafter	\$0.25	
Each additional 1/8 mile thereafter		\$0.50

Gasoline Surcharge:

As per an attached schedule.

Emergency action is requested.

Applicant is a certificated common carrier which holds Certificate B-1298. The certificate authorizes the transportation of passengers and their baggage between points in Scotts Bluff County over irregular routes.

In support of the application, the applicant stated to the Commission that the requested rates are necessary due to rising fuel costs. The Applicant requested emergency action be taken due to these increases in costs. The Applicant last had a rate increase in July of 1995.

The Applicant was consulted by Commission staff regarding its proposed increases. The proposed increases are as follows: a 44 percent increase in the initial drop charge, a 100 percent increase in the mileage charge, and a gasoline surcharge that amounts to a 21 percent surcharge when the price of gasoline is \$2.99 per gallon.

A review of rate increases granted within the last six months shows that only two rate orders in the last five granted by the Commission ordered a rate that was equal to the \$2.00 per mile that the Applicant currently has in place, and three of the orders approved rates less than \$2.00 per mile. The Applicant's initial drop charge is lower than three that have been approved, and the same as one that was approved.

The Commission is of the opinion and finds that the proposed rates are not justified by either the current economic circumstances nor by rate orders granted by the Commission in the past six months. Increases in the amounts proposed have too great an impact on the general public, and requests for increases must be made more often than every ten years. The Commission further finds that the proposed gasoline surcharge is much higher than other surcharge schedules approved by the Commission, and therefore declines to approve the proposal.

After consultation with Commission staff, the Applicant verbally amended its application. It would request that the Commission raise its initial charge from \$2.25 to \$2.60, as well as to allow it to charge a fuel surcharge as ordered for other cab companies. The Applicant states that it does need some immediate relief, and that the amended proposal would meet its current needs to continue to provide service to Scotts Bluff County.

The Commission does find that an increase in the initial drop charge from \$2.25 to \$2.60, an increase of fifteen percent, as well as the granting of a fuel surcharge to the Applicant as the Commission has granted in the past for similar companies, is reasonable and warranted by the circumstances.

The Applicant is encouraged to apply for more timely rate increases in the future. Applying as necessary on a more frequent basis would allow for smaller increase that will minimize the impact of future increase on the general public while allowing for better cash flows for the Applicant.

Upon consideration of the application and being fully advised in the premises, the Commission is of the opinion and finds that the application should be granted as modified on an emergency basis effective September 29, 2005.

ORDER

IT IS, THEREFORE, ORDERED by the Nebraska Public Service Commission that effective September 29, 2005, CABCO Inc., Scottsbluff, Nebraska, be, and it is hereby, authorized to amend its rates for its use in Certificate No. B-1298 as follows:

Description

1. First 1/8 mile or fraction thereof (Initial drop charge)	\$2.60
2. Each additional 1/8 mile thereafter	\$0.25
Gasoline Surcharge	
Price/Gallon	
\$2.30-2.39	\$0.50
\$2.40-2.49	\$0.55
\$2.50-2.59	\$0.55

\$2.60-2.69	\$0.60
\$2.70-2.79	\$0.65
\$2.80-2.89	\$0.70
\$2.90-2.99	\$0.75

The surcharge will follow the above schedule of a 5 cent raise in the surcharge for every ten cent raise in the price of gasoline for prices over three dollars per gallon.

IT IS FURTHER ORDERED by the Nebraska Public Service that notice of this amendment to their rates be conspicuously displayed within each taxicab.

IT IS FURTHER ORDERED by the Nebraska Public Service Commission that the total amount of the fuel surcharge be paid to the individual or individuals paying for the fuel.

IT IS FURTHER ORDERED by the Nebraska Public Service Commission that public notice of this action be published in the Daily Record, Omaha, Nebraska, pursuant to the provisions of Section 75-121. R.R.S. 2003, and the Commissions Rules.

MADE AND ENTERED at Lincoln, Nebraska this 27th day of September, 2005.

NEBRASKA PUBLIC SERVICE COMMISSION

COMMISSIONERS CONCURRING:

Chairman

ATTEST:

Executive Director

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Application No. B-1298

CABCO, Inc.
1817 17th Ave., Box 727
Scottsbluff, NE 69361

AFTER DUE INVESTIGATION, it is hereby certified that the above named carrier has complied with all applicable provisions of Sections 75-301 to 75-322.04, R.R.S. 1943, as amended, and the requirements, rules and regulations prescribed thereunder, and therefore, is entitled to receive authority from the Nebraska Public Service Commission to engage in transportation in Nebraska intrastate commerce as a motor carrier.

IT IS CERTIFIED, that pursuant to the Commission's Order the said carrier be, and it is hereby, issued this Certificate of Public Convenience and Necessity as evidence of the authority of the holder to engage in transportation in Nebraska intrastate commerce as a common carrier by motor vehicle; subject, however, to such terms, conditions and limitations as are now, or may hereafter be, attached to the exercise of the privileges granted to the said carrier.

AND IT IS FURTHER CERTIFIED, that the transportation service to be performed by the said carrier in Nebraska intrastate commerce shall be as specified below:

SERVICE AND TERRITORY AUTHORIZED:

Passengers and their baggage between points in Scotts Bluff County over irregular routes. Restriction: Restricted against the transportation of railroad train crews and their baggage.

ISSUED at Lincoln, Nebraska, this 22nd day of June, 1992,
pursuant to Order of February 12, 1991.

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Frank Landis
Chairman